

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

MICROSOFT CORPORATION,  
a Washington corporation,

Plaintiff,

v.

COMPUTER SOFTWARE PLUS, INC.,  
a New York corporation d/b/a  
COMPUTERSOFTWAREPLUS.COM; and  
ISAAC ABADY, an individual,

Defendants.

No. 2:17-cv-00483-RAJ

STIPULATION FOR ENTRY OF  
PERMANENT INJUNCTION

Plaintiff Microsoft Corporation and Defendants Computer Software Plus, Inc., and  
Isaac Abady, by and through their respective counsel of record, hereby stipulate and agree to  
entry of the permanent injunction below.

DATED this 12th day of March, 2018.

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*Attorneys for Plaintiff Microsoft Corp.*

NOLD MUCHINSKY PLLC  
*Attorneys for Defendants Computer Software  
Plus, Inc., and Isaac Abady*

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## PERMANENT INJUNCTION

Pursuant to the above stipulation of the parties, IT IS HEREBY ORDERED that Defendants Computer Software Plus, Inc., and Isaac Abady, and their directors, principals, officers, successors and assigns are permanently enjoined and restrained from:

1. Copying or making any other infringing use or infringing distribution of Microsoft's software and other intellectual property, including product activation keys decoupled from their original licensed software;

2. Manufacturing, assembling, producing, distributing, offering for distribution, circulating, selling, offering for sale, advertising, importing, promoting or displaying any Microsoft software or other intellectual property bearing any simulation, reproduction, counterfeit, copy, or colorable imitation of any of Microsoft's registered trademarks, service marks, or copyrights;

3. Using any simulation, reproduction, counterfeit, copy, or colorable imitation of Microsoft's registered trademarks, service marks or copyrights in connection with the manufacture, assembly, production, distribution, offering for distributing, circulation, sale, offering for sale, import, advertisement, promotion, or display of any software, component, and/or other item not authorized or licensed by Microsoft;

4. Using any false designation of origin or false or misleading description or false or misleading representation that can or is likely to lead the trade or public or individuals erroneously to believe that any software, component, and/or other item has been manufactured, assembled, produced, distributed, displayed, licensed, sponsored, approved or authorized by or for Microsoft, when such is not true in fact;

5. Engaging in any other activity constituting an infringement of any of Microsoft's trademarks, services marks, and/or copyrights, or of Microsoft's rights in, or right to use or to exploit, such trademarks, services marks and/or copyrights; and/or

6. Assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities listed above.

1           7.       In addition, pursuant to stipulation of the parties, Defendant Isaac Abady is  
2 permanently enjoined and restrained from selling, offering, marketing, advertising, or  
3 distributing *any and all* Microsoft software and related components, including product  
4 activation keys, or any other Microsoft product or service, whether in his individual capacity or  
5 for any entity.

6           8.       Defendant Isaac Abady is also permanently enjoined and restrained from  
7 applying for and/or participating in the Microsoft Partner Network, whether in his personal  
8 capacity or through any entity with which he is an owner, manager, employee, contractor, or is  
9 otherwise affiliated.

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11           DATED THIS 19<sup>th</sup> DAY OF MARCH, 2018.

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15           The Honorable Richard A. Jones  
16           United States District Judge  
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